



SUNFLOWER ELECTRIC POWER CORPORATION

A Touchstone Energy® Cooperative 

«Letter_Date»

«Vendor_Name»

«Vendor_Contact»

«Addr_1»

«Addr_2»

«City»

RE: Request for Quotation for «Materials»

Dear «Contact»:

Sunflower Electric Power Corporation (SEPC) would like to establish a «Contract_Term» year(s) Master Purchase Agreement for «Materials». Enclosed is a request for quotation for «Materials» that are set forth in the product list attached to this Agreement as Exhibit A, along with a sample contract outlining our standard terms and conditions. We will entertain proposals based on firm pricing for one (1) year with adjustments to increase or decrease allowed following evidence of price changes furnished to SEPC. Price changes must be mutually acceptable by both parties. If you have another pricing proposal that would be more beneficial to us, please submit it as an alternate bid.

All quotations should include information pertaining to any minimum billing amounts, current manufacturer's lead time for each item, and location(s) where successful supplier will stock "blanket" items in order to maximize service levels to SEPC.

We keep a minimum supply of each of product on site and in normal ordering situations a five (5) working day lead time for these products is required.

If you have any questions, please do not hesitate to call (buyer name and telephone number).

Please return your proposals by «Proposal_Due_Date» to the following address:

Buyer Name and Title

Sunflower Electric Power Corporation

P.O. Box 430

Holcomb, KS 67851

Or submit them electronically to: buyer e-mail address.

Thank you for your time and consideration.

Respectfully,

Buyer Name

Buyer

MASTER PURCHASE AGREEMENT
Agreement Number «Contract_No»

This document is a Master Purchase Agreement (hereinafter referred to as Agreement) covering the purchase by Sunflower Electric Power Corporation (hereinafter referred to as SEPC) of «Vendor_Name» (hereinafter referred to as SELLER) Goods set forth in Exhibit A hereof. Except as modified herein, SEPC'S standard terms and conditions of purchase, as set forth in Exhibit B, shall apply to any orders released against this Agreement.

Ordering: This Agreement is NOT the SELLER's authority to deliver. Authority to deliver against this Agreement is granted only by authorized releases. Authorized releases will be made by purchase orders referencing this Agreement. Under no circumstances shall SEPC be under any obligation for requirements not specifically authorized by the Authorized Buyers. A purchase order number MUST appear on all correspondence, bills of lading, packing slips and invoices. SEPC shall not be required to purchase any minimum quantity of Goods from SELLER other than to meet standard packaging.

Price: Prices outlined in Exhibit A shall be firm for a minimum of one (1) year. The original prices shall remain in effect until such time as SELLER'S costs increase or decrease and evidence of cost changes have been furnished to SEPC. Prices may be adjusted thereafter to a price mutually acceptable to both parties for the remainder of the Agreement term. In the event the parties are unable to agree on the adjusted price, the Agreement will terminate.

Quality Standards: SELLER shall quote brand name specified or equivalent. Alternate brands quoted shall be approved by SEPC for quality assurance prior to acceptance.

Status Reports: SELLER will provide Sunflower Electric Power Corporation a quarterly report containing the following information related to goods purchased for each SEPC location. The report is to include item usage, date of shipment(s), monthly cost, and cost savings realized through this Agreement.

Stocking and Delivery: SELLER should base their quotations on maintaining a stock of each item awarded. SEPC suggests the level of stock should be equal to approximately 25% of the estimated annual usage requirement to start the program. Quotations should be based on completing normal delivery within five (5) working days ARO and completing deliveries designated by SEPC Authorized Buyers as "RUSH" within four (4) to forty-eight (48) hours ARO. The SELLER'S performance will be judged on delivery performance, not on levels of stock maintained.

Foreign Material Exclusion (FME) Policy: SELLER will conform to the principles of the Sunflower FME Plan of which a copy may be located at (www.sunflower.net) within the "CONTACT US" tab, "CONTACT SUPPLY CHAIN" link. SELLER will conform by either: (1) Enforcement of a plan of its own that has received prior written approval of Sunflower (2) Conforming to the Sunflower FME Plan.

Inventory Reduction: SELLER agrees to assist SEPC in all areas of inventory reduction on all items supplied by SELLER. SELLER further agrees to make available to SEPC, technical personnel as required to assist in any or all areas of technical service and technical information as required by SEPC'S end users.

Term of Agreement: The term of this Agreement shall commence on «Beginning_Date» and shall end on «Ending_Date». This Agreement may be canceled at anytime by mutual consent of both parties with a thirty (30) day written notice. This Agreement may be extended if agreed upon by SEPC and SELLER with written notice from SEPC.

Affiliate Transaction: Sunflower enters into this Agreement on its own behalf and for the benefit of all Sunflower Affiliates. The term ΔSunflower Affiliate@ means any entity controlling, controlled by or under common control with Sunflower. All references in this Agreement to Sunflower refer equally to Sunflower Affiliates for whom Supplier performs Services during the term of this Agreement, unless the contract requires otherwise. Any Services performed at the request of a Sunflower Affiliate shall be the sole and direct obligation of the Sunflower Affiliate authorizing the Work and only the Sunflower Affiliate for whom Supplier performs Services will have any obligation to Supplier for such Services. Sunflower Affiliates include:

Mid-Kansas Electric Company, LLC. (MKEC)

Authorized Buyers: Only the following persons are authorized to place orders against this Agreement: Royce Roemer, Lori Scheuerman and Gary Ratts.

Contact: The SELLER will provide the name, title, address, and telephone number of the individual with the authority to negotiate and contractually bind the SELLER'S company and who should be contacted during the quotation evaluation period. The quotation must be signed by an authorized agent of the SELLER'S company.

Notices: All notices pertaining to this Agreement must be in writing, identified by the Agreement Number set forth above and the relevant purchase order number and may be sent by certified mail with return receipt requested, by overnight mail, by facsimile (with proof of transmission to the receiving party's fax number), electronically to e-mail address below, or by hand delivery to the following:

SEPC:
ATTN: **Buyer Name & Title**
Sunflower Electric Power Corporation
P.O. Box 430
Holcomb, KS 67851
Fax: 620-277-4595
Buyer e-mail address

SELLER
ATTN: «Contact»
«Vendor_Name»
«Addr_1», «Addr_2»
«City»
«Fax_No»
«email_addr»

Shipping Instructions: All products shall be delivered to the appropriate SEPC or MKEC locations set forth in the Contact/Location Listing attached to this Agreement as Exhibit C. Unless otherwise specified, SELLER agrees to ship all Goods F.O.B. ship point, freight collect to all SEPC and MKEC locations.

Payment Terms: Payment terms are net thirty (30) days following receipt of Goods or a complete and correct invoice, whichever is later.

Billing Information: Invoices shall include the purchase order number, and be sent to the appropriate SEPC or MKEC location, per Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of
«Contract_Date».

SELLER:
«VENDOR_NAME »

BUYER:
SUNFLOWER ELECTRIC POWER
CORPORATION

By:

By:

Title:

Title:

EXHIBIT B
SUNFLOWER ELECTRIC POWER CORPORATION
STANDARD TERMS AND CONDITIONS

1. Goods Defined: The term "goods" as used herein shall be as defined in the Kansas Uniform Commercial Code (Code) and shall be inclusive of any labor, services and other items provided therewith.
2. Payment Terms: Payment will be made in accordance with the terms set forth on the face hereof. The time for payment of invoices, or for accepting any discounts offered, shall run only from the date correct invoices are furnished to Sunflower Electric Power Corporation (hereinafter "Sunflower"). Delay in receiving Seller's invoices, or errors and omissions on statements or invoices, will be considered just cause for withholding settlement without losing discount privileges.
3. Shipping Terms: The terms and routing of shipment shall be as provided on the face hereof, or as Sunflower otherwise directs in writing or by electronic communication. Sunflower may revise shipping instructions as to any goods not then shipped. Failure to ship as directed may result in a back charge to Seller. No allowance to Seller will be made for packing, cartage, crating or storage unless stated herein.
4. Taxes: Except as may be otherwise provided herein, the price excludes all applicable taxes and duties.
5. Inspection: Sunflower shall have the right to inspect and test the goods at any time prior to shipment and to a final inspection, within a reasonable time, after delivery of the goods. The goods shall not be deemed accepted until after said final inspection. Making or failing to make an inspection of, or payment for, or acceptance of the goods, shall in no way impair Sunflower's right to reject or rescind its acceptance of non-conforming goods, or to avail itself of any other remedies to which Sunflower may be entitled, notwithstanding Sunflower's knowledge of the nonconformity, its substantiality or the ease of its discovery.
6. Title and Risk of Loss: Title and risk of loss to goods shall pass to Sunflower upon receipt by Sunflower at Sunflower's job site or at a designated delivery point.
7. Force Majeure: Neither party shall be liable for delays or defaults in the performance of this contract due to strikes, fires, accidents or other causes beyond its control and without its fault or negligence.
8. Patent Infringement: Seller warrants that the goods described herein, and the sale or use of them by Sunflower or others, will not infringe on any U.S. or foreign patent. Seller warrants that it will, at its own expense, defend every suit which may be brought against Sunflower for any alleged infringement of any patent by reason of the sale or use of such goods. Seller agrees that it will pay all fees, costs and damages incurred by reason thereof.
9. Change Order: Sunflower may, by written Change Order, make any changes in the specifications including additions to or deletions from the quantities ordered. If any such written Change Order affects the amount due or the time of performance hereunder, an equitable adjustment shall be made upon mutual agreement by Sunflower and Seller. Sunflower may at any time by written Change Order terminate this agreement as to all or any portion of goods then not furnished. No adjustment will be made in favor of Seller with respect to any goods which are Seller's standard stock. No such termination of this agreement shall relieve Seller of its obligations as to any goods delivered hereunder. Any claim for adjustment hereunder must be asserted within thirty (30) days from the date when the change or termination is ordered.
10. Scheduling: The goods shall be subjected to expediting by Sunflower or its representatives. Sunflower's personnel shall, for expediting purposes, be allowed reasonable access to Seller's plants and the plants of its sub-suppliers. As required by Sunflower, Seller shall supply schedules and progress reports for Sunflower's use in expediting. Any shipment is subject to postponement by Sunflower without penalty or other claim by Seller.
11. Warranty: Seller expressly warrants that all goods and services provided will be new and conform and perform to the specifications, drawings, samples or other description furnished or adopted by Sunflower, will be fit and sufficient for the purpose intended, merchantable, of good quality and workmanship and free from defect in design. Sunflower's failure to give notice of defects to Seller shall not constitute a waiver of breach of warranty express or implied, or of any other condition or warranty. Sunflower reserves all remedies at law for non-performance.
12. Waiver: Failure of Sunflower to insist upon strict performance of any of the terms and conditions hereof, or failure to exercise or delay in exercising any rights or remedies provided herein or by law, or failure to notify Seller in the event of breach, or Sunflower's acceptance of or payment for any goods hereunder, or its approval of design, shall not be deemed a waiver of any right of Sunflower to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless when shipped, received or accepted or as to any prior or subsequent default hereunder.
13. Indemnity: Seller agrees to indemnify and hold Sunflower harmless against all claims, demands, actions, costs and damages, including attorneys fees, for injury or damage to persons or property arising out of Seller's performance of this agreement. The monetary limit of Seller's indemnity shall be \$1,000,000 for each occurrence. Sunflower may require Seller, when any portion of this agreement is performed on the premises of Sunflower, to carry adequate worker's compensation, public liability and property damage insurance. Sunflower shall not be liable for damages to or destruction or loss of any property of Seller from any cause whatsoever.
14. Applicable Laws: Seller warrants that all goods sold hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which Seller and the goods are subject. Seller shall execute and deliver such documents as may be required to affect or to evidence compliance. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by this reference including the equal opportunity clause prescribed in 41 CFR 60-4 as it now exists or as it may be changed from time to time.
15. On Site Performance: If it becomes necessary for Seller to employ workmen at the site of use of the goods supplied hereunder, conditions of such employment shall be such as will cause no conflict or interference with or between the various trades or any labor agreements, then in force and effect, or there after to be in force and effect.
16. Assignment: Seller shall have no right to assign this agreement or any rights hereunder in any manner, in whole or in part, whether voluntary, by operation of law or otherwise, without the prior written consent of Sunflower.
17. Governing Law: The terms and conditions provided herein and the rights of all parties hereunder shall be construed under and governed by the laws of the State of Kansas.
18. Entire Agreement: This agreement, including these Terms and Conditions, the specifications and any additional terms and conditions incorporated into an attachment hereto, specifically incorporated by reference herein, constitutes the sole and entire agreement between the parties. The Seller's quotation is incorporated in and made a part hereof only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the other terms hereof. No other terms or conditions shall be binding upon Sunflower unless accepted by it in writing. Any provisions herein for delivery of goods or the rendering of services by installments shall not be construed as making the obligations of Seller severable.
19. Acceptance: It is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may be in anyway in conflict with the terms and conditions of the Seller. Should any of the terms and conditions herein conflict, in whole or in part, with the terms and conditions of Seller's quotation or other document, then in such event, the terms and conditions herein shall prevail.
20. Drawings and Specifications: Seller agrees that all information contained in drawings and specifications which are submitted by Sunflower to Seller under or pursuant to his Agreement is proprietary to Sunflower and is submitted with the understanding and agreement by Seller that such information shall not be utilized in whole or in part by Seller, except for fulfillment of this Agreement, without written permission of Sunflower. Sunflower makes no representation nor warranty as to the accuracy of the data and information contained within the information provided.